

Swiss Exams Academy - Terms and Conditions

Effective date: 05/12/2025

1. Introduction

1.1 These Terms and Conditions ("T&Cs;") govern the contractual relationship between Swiss Exams Academy, a division of Swiss Exams GmbH ("Swiss Exams"), and any individual registering for our products ("student", "you").

1.2 By registering, you confirm that you have read, understood, and accepted these T&Cs.

1.3 These T&Cs; together with our Privacy Policy, constitute the full agreement between you and Swiss Exams.

1.4 For clarity, these T&Cs are organized into the following chapters: Registration, Eligibility and Communication (2); Fees, Payment and Course Policy (3); Refund Policy, Changes and Hardship (4); Conduct, Platform Use and Technical Requirements (5); Teaching Staff, Materials and Data Protection (6); Liability, Legal Framework and Amendments (7); and Contact Information (8).

2. Registration, Eligibility and Communication

2.1 Eligibility and Registration

2.1.1 Registration is personal and non-transferable. In the case of group or institutional registrations submitted by a school or organization, each participant receives an individual, non-transferable registration.

2.1.2 Access credentials and materials must not be shared or copied.

2.1.3 By submitting an online registration, you enter a legally binding contract with Swiss Exams.

2.1.4 Swiss Exams may refuse or revoke registration at its discretion.

2.2 Communication Obligations

2.2.1 All official communication is conducted via email, the official course platform, and the Swiss Exams website (e.g., schedule changes, updates, announcements).

2.2.2 You must provide a valid, regularly monitored email address.

2.2.3 If you do not receive a confirmation within five business days, you must contact Swiss Exams.

2.2.4 Swiss Exams is not liable for missed information due to incorrect contact details, spam filtering, or failure to check communications.

3. Fees, Payment and Course Policy

3.1 Fees, Payment and Invoicing

3.1.1 Payment deadlines are stated on the registration page or via email.

3.1.2 Payment must be made in full by the due date; non-payment may result in exclusion without refund.

3.1.3 Invoices are sent electronically; institutional invoices are available on request.

3.1.4 All prices include VAT where applicable.

3.2 Course Policy

3.2.1 Course dates, formats and access details are communicated before the start.

3.2.2 Attendance is expected for all scheduled sessions. Missed sessions cannot be refunded, transferred, or rescheduled.

3.2.3 Students are responsible for ensuring timely access to the platform.

3.2.4 Swiss Exams may make reasonable adjustments (e.g., substitute instructor, rescheduling due to illness).

3.3 Bundle Packages and Exam Entitlement

3.3.1 Customers may purchase different courses or bundle options. All available options are listed on the Swiss Exams website.

3.3.2 The exam included in any bundle is administered under the Terms and Conditions for Candidates of Swiss Exams, which follow the applicable Cambridge exam regulations.

The full terms are available at: [Swiss Exams - Official Terms and Conditions for Exam Candidates](#)

3.3.3 By purchasing a bundle, the student agrees that the exam component is governed exclusively by the above Terms and Conditions for Candidates of Swiss Exams and must adhere to the relevant chapters therein.

3.3.4 It is the student's responsibility to register for an eligible exam date. The exam must be taken within three months after the final day of the course.

3.3.5 Failure to register for an exam within this period may result in the loss of entitlement to the included exam without refund.

3.3.6 The exam included in the bundle includes the Exam Retake Option (ERO), allowing one free retake if eligible; full conditions are defined in the Terms and Conditions for Candidates of Swiss Exams.

4. Refund Policy, Changes and Hardship

4.1 Refund Policy (Cancellations and Rescheduling by Student)

4.1.1 All cancellations and rescheduling requests must be submitted in writing (email).

4.1.2 Cancellations are possible up to the registration deadline indicated on the online course registration page. An administration charge of CHF 50.00 applies in this case. The course fee, minus the administration charge, will be refunded.

4.1.3 After the registration deadline, cancellations are no longer accepted, and course fees are non-refundable.

4.1.4 Once the course has started, no cancellations, refunds, rescheduling, transfers to another course, or fee credits are possible under any circumstances.

4.1.5 Failure to attend the course or any part of it ("no-show") is treated as a cancellation after the deadline and is non-refundable.

4.1.6 Partial attendance does not entitle the student to partial refunds, discounts, or compensation.

4.1.7 Hardship cases (e.g., serious illness or comparable unforeseen circumstances) may be reviewed at our discretion. Supporting documentation may be required. Approval is discretionary and not guaranteed.

4.2 Modifications by Swiss Exams

4.2.1 Swiss Exams may modify, postpone, or cancel Products for operational or technical reasons.

4.2.2 Students will be informed and offered an alternative, or a refund if no alternative is possible.

4.2.3 For personal coaching, confirmed lesson times are binding and cannot be changed by the student after confirmation.

4.3 Hardship / Special Circumstances

4.3.1 Hardship cases may be reviewed at our discretion.



4.3.2 Supporting documentation may be required.

4.3.3 Approval is not guaranteed and remains discretionary.

5. Conduct, Platform Use and Technical Requirements

5.1 Code of Conduct – Expected Behaviour

Students must behave respectfully toward instructors and peers, follow instructor and moderator instructions, participate constructively, and contribute to a safe and inclusive learning environment.

5.1.1 Swiss Exams is committed to maintaining a respectful and safe learning environment for both students and instructors.

5.2 Code of Conduct – Prohibited Behaviour

Prohibited behaviour includes harassment, discrimination, or offensive conduct; repeated disruptions; misuse of online tools or platforms; and recording, photographing, or sharing sessions or materials by a student without permission.

5.2.1 Violations may lead to warnings, suspension, or permanent exclusion without refund.

5.2.2 Swiss Exams may issue warnings, temporarily suspend access, or permanently exclude students in case of violations.

5.3 Technical Requirements

5.3.1 Students are responsible for ensuring their device, software, and internet connection meet the required standards.

5.3.2 Swiss Exams accepts no responsibility for technical issues on the student's side.

6. Teaching Staff, Materials and Data Protection

6.1 Teaching Staff

6.1.1 Swiss Exams may assign or replace instructors as necessary.

6.1.2 If an instructor is absent, a substitute or rescheduled session will be arranged.

6.2 Course Materials and Intellectual Property

6.2.1 All materials are the intellectual property of Swiss Exams or its licensors.

6.2.2 Materials may only be used for personal study.

6.2.3 Recording, copying, or distributing materials by a student is prohibited.

6.2.4 Unauthorized use may result in legal action.

6.3 Data Protection

6.3.1 Data is processed in accordance with Swiss law and our Privacy Policy.

6.3.2 Data may be used for registration, communication, course delivery and quality assurance.

6.3.3 By registering, you consent to this process.

6.3.4 Swiss Exams does not sell or disclose personal data to third parties unless required for service delivery or by law.

6.3.5 Data processing complies with the Swiss Federal Act on Data Protection (revFADP).

6.3.6 Data processing also follows the Swiss Exams Privacy Policy available at:

<https://swiss-exams.ch/privacy-policy>



7. Liability, Legal Framework and Amendments

7.1 Liability

- 7.1.1 Swiss Exams is not liable for indirect or consequential losses.
- 7.1.2 Liability for direct damage is limited to the total amount paid.
- 7.1.3 Swiss Exams is not responsible for failures caused by third-party systems or force majeure.
- 7.1.4 Swiss Exams is not liable for the availability, functionality, or performance of third-party platforms used for course delivery (e.g., video-conferencing tools, learning platforms).
- 7.1.5 Swiss Exams does not guarantee specific learning outcomes or exam results.

7.2 Governing Law and Dispute Resolution

- 7.2.1 These T&Cs; are governed exclusively by Swiss law.
- 7.2.2 Jurisdiction is Winterthur, Switzerland.
- 7.2.3 Both parties shall attempt amicable resolution before legal proceedings.

7.3 Amendments

- 7.3.1 Swiss Exams may amend these T&Cs; at any time; the version published on the website applies.

8. Contact Information

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